

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM390291

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lone Star Holdings, LLC		06/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Petra Growth Fund III, LP		
Street Address:	3825 Bedford Avenue, Suite 101		
Internal Address:	c/o Petra Capital Partners III, LLC		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4809664	OMNISHIP	
Registration Number:	4740175	LSO PRIORITY NEXT DAY	
CORRESPONDENCE DATA			
Fax Number:	6152482954		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-7944		
Email:	trademarks@bassberry.com		
Correspondent Name:	Martha B. Allard		
Address Line 1:	150 3rd Ave. S.		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	108157-195		
NAME OF SUBMITTER:	Martha B. Allard		
SIGNATURE:	/Martha B. Allard/		
DATE SIGNED:	07/05/2016		
Total Attachments: 5			
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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this June 30, 2016, by LONE STAR HOLDINGS, LLC, a Delaware limited liability company ("Grantor"), in favor of PETRA GROWTH FUND III, L.P., a Delaware limited partnership (herein, "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, one or more of its affiliates and Grantee are parties to a certain Subordinated Note Purchase Agreement dated as of December 23, 2014 (as the same may be amended or otherwise modified from time to time, the "Note Purchase Agreement"), providing for the purchase of the Note (as defined in the Note Purchase Agreement) from Grantor by Grantee;

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 23, 2014 among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"; all capitalized terms used but not defined herein shall have the meaning given to such terms in the Security Agreement), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

WHEREAS, Grantor and Grantee and party to that certain Trademark Security Agreement dated as of December 23, 2014 (the "Original Trademark Security Agreement"); and

WHEREAS, Grantor desires to supplement the Original Trademark Security Agreement as set forth herein.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to in connection with the Security Agreement and is expressly subject to the terms and conditions thereof, which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Security Agreement, the Security Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LONE STAR HOLDINGS, LLC

By 

Name: George Stephens

Its: Executive Vice President, Chief Financial Officer,
Secretary & Treasurer

Agreed and Accepted
As of the Date First Written Above

PETRA GROWTH FUND III, L.P.,
as Grantee

By: Petra Partners III, LLC, its general partner

By: _____

Name: Michael W. Blackburn

Its: Managing Member

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

LONE STAR HOLDINGS, LLC

By _____
Name _____
Its _____

Agreed and Accepted
As of the Date First Written Above.

PETRA GROWTH FUND III, L.P.,
as Grantee

By: Petra Partners III, LLC, its general partner

By: Michael W. Blackburn
Name: Michael W. Blackburn
Its: Managing Member

Schedule 1

Registered Trademarks

MARK	SERIAL NUMBER	STATUS	REGIS. NUMBER	REGIS. DATE
OMNISHIP	86289190	Registered	4809664	09/08/15
LSO PRIORITY NEXT DAY	86178244	Registered	4740175	05/19/15

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